

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TONY KOLE and GHOST INDUSTRIES, LLC, an Illinois limited liability company,)	Docket No. 11 C 3871
)	
Plaintiffs,)	Chicago, Illinois
)	November 27, 2013
v.)	2:18 p.m.
)	
VILLAGE OF NORRIDGE, an Illinois municipal corporation,)	
)	
Defendant.)	

TRANSCRIPT OF PROCEEDINGS - Motion Hearing
BEFORE THE HONORABLE THOMAS M. DURKIN

APPEARANCES:

For the Plaintiffs: LAW FIRM OF DAVID G. SIGALE PC by
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1 (In open court.)

2 THE COURT: Okay. Please call the next case.

3 THE CLERK: 11 C 3871, Kole v. Village of Norridge.

4 MR. SIGALE: Good afternoon, your Honor. David
5 Sigale, S-I-G-A-L-E, on behalf of the plaintiffs.

6 MR. DiCIANNI: Thomas DiCianni for the defendant,
7 Village of Norridge.

8 MR. DENZIN: And Brent Denzin, D-E-N-Z-I-N, on behalf
9 of Village of Norridge.

10 THE COURT: All right. We had an off-the-record
11 conference in an effort to attempt to resolve the pending
12 motion. Is -- do we need to have another conference, or do we
13 want to state where we're at on the record at this point?

14 MR. DiCIANNI: I don't think -- I don't know what we
15 would accomplish by a conference.

16 THE COURT: Okay.

17 MR. DiCIANNI: I think we just need to go forward.

18 THE COURT: Fair enough.

19 Well, why don't one of you tell me what the status of
20 things are. There were a couple tasks you all agreed to
21 perform in the -- since yesterday, get some information from
22 your clients and get some advice from your clients. Where do
23 we stand?

24 MR. SIGALE: Your Honor, with regard to the
25 plaintiffs' side, I've obtained all the information the Court

1 asked for, and I can answer those questions.

2 THE COURT: Go ahead.

3 MR. SIGALE: Go ahead?

4 THE COURT: Yeah.

5 MR. SIGALE: Well, the Court asked sales for my
6 client, Ghost Industries, the percentage of the business from
7 the online -- make the order and then receive the firearm and
8 ultimately ship it to another FFL that's local to the customer
9 for pickup -- as well as the percentage of business from people
10 who pick up the firearm from the Montrose location, both those
11 who are walk-ins or -- and call first or -- and those people
12 who order online but pick it up at the Montrose location.

13 THE COURT: Okay.

14 MR. SIGALE: The answer to that question is out of
15 865 firearms sold, 35 percent of them are transferred to a
16 local customer.

17 THE COURT: By -- in what manner?

18 MR. SIGALE: By people who come to the Montrose
19 location and retrieve the firearm from -- physically from that
20 location.

21 THE COURT: Okay. All right.

22 MR. SIGALE: 65 percent of them, or 542, were shipped
23 to another FFL in some other location.

24 THE COURT: Okay.

25 MR. SIGALE: There are no local customers -- my client

1 put that in quotes, "local customers" -- who order online and
2 then pick it up. They don't do that.

3 They will come to him through word of mouth.

4 The -- most local customers call first because
5 walk-ins are impossible when a physical storefront does not
6 exist.

7 So the answer to the question yesterday is if -- let's
8 say the village -- let's say there was some temporary
9 arrangement where they were still allowed to do their online
10 ship it to another location. That still knocks out 35 percent
11 of their business, which --

12 THE COURT: What -- well, go ahead.

13 MR. SIGALE: Well, and we had discussed in conference
14 the kind of extreme examples yesterday about, well, 5 percent
15 of the business versus 95 percent of the business, and
16 obviously those would be extreme examples.

17 But I believe that 35 percent is significant enough to
18 move forward.

19 THE COURT: All right.

20 MR. SIGALE: The Court also asked -- I'm sorry, your
21 Honor?

22 THE COURT: What period of time was that for? Is that
23 from the time he opened his doors?

24 MR. SIGALE: I believe that's from the time he's
25 opened his store.

1 THE COURT: And is there a trend to it? Was it
2 more -- maybe this was more granular than you talked to him
3 about. But is it -- was that consistently during that period
4 of time 35 percent walked in to order and then pick up, or was
5 it something where that is a more recent phenomenon? Or it was
6 something that that's how it started and now it's almost all
7 Internet purchase and ship to an FFL somewhere else? Do you
8 know that?

9 MR. SIGALE: I didn't ask the question, but I also
10 would believe that if such a trend were like that, it would be
11 significant enough that it would have been pointed out to me.
12 So I'm going to go on the -- in the absence of being told,
13 yeah, but this is the number, but in recent whatever, I'm going
14 to go on the basis that that is statistically even and spread
15 out --

16 THE COURT: No, that's the only way you can assume it
17 to be.

18 MR. SIGALE: Right.

19 THE COURT: But I may ask you to call your client --
20 we'll see how the rest of this plays out. I may ask you to
21 call your client --

22 MR. SIGALE: The Court --

23 THE COURT: -- to get a --

24 MR. SIGALE: The Court --

25 THE COURT: -- see whether or not there's a trend on

1 this one way or the other.

2 MR. SIGALE: Of course.

3 THE COURT: Okay. Go ahead.

4 MR. SIGALE: You also -- the Court also asked
5 regarding could my client proceed without a -- with a physical
6 storefront but without a business license.

7 THE COURT: Yes.

8 MR. SIGALE: ATF requires that all local and state
9 business licenses be obtained within 30 days of the FFL being
10 issued, or the FFL becomes void.

11 THE COURT: Okay. So in English, what that means is
12 if the Village of Norridge takes away his business license,
13 within 30 days he will lose his FFL license.

14 MR. SIGALE: Yes.

15 THE COURT: And then he's out of business.

16 MR. SIGALE: Yes.

17 THE COURT: Have I stated it correctly?

18 MR. SIGALE: You have.

19 THE COURT: Okay.

20 MR. SIGALE: And if the weapon dealer -- and once the
21 weapon dealer category and thus ability to obtain such a
22 business license is eliminated, as it, in fact, has been but
23 will be as applied to him on November 30th, then you'll get the
24 same result.

25 THE COURT: All right.

1 MR. SIGALE: And then the last question that was
2 asked -- and I mentioned this to counsel. I was referencing a
3 question that counsel had asked, and I couldn't remember what
4 it was, and counsel couldn't remember the question either.

5 But it had been asked of me during the conference
6 yesterday for those firearm transfers that would be by UPS or
7 FedEx to a local FFL somewhere else, what was the method of
8 shipping. Does the -- does Ghost Industries take the package
9 to a delivery location, or does the delivery person, the FedEx
10 guy, for example, show up at the door?

11 My client says that it's 50/50, and it's purely a
12 function of convenience. So I don't believe that that's got
13 any impact on anything.

14 THE COURT: All right. But the guns -- the guns are
15 shipped to his store. They're held in a safe. And either he
16 delivers those guns to a delivery service half the time or a
17 delivery service comes and picks them up from him half the time
18 if they're going to an FFL and not being picked up by a
19 customer.

20 MR. SIGALE: Correct.

21 THE COURT: Okay. Okay.

22 Thank you. Those are the questions I had, and thank
23 you for getting the answers.

24 Mr. DiCianni.

25 MR. DiCIANNI: Yes. Your Honor, I think the focus of

1 our conversation yesterday had to do with the -- to what extent
2 would the plaintiff be put out of business as a result of your
3 not granting this injunction. Not loss of profits or loss of
4 sales, but will he be able to stay in business if the
5 injunction is not granted.

6 The village's position is that if he is no longer
7 receiving guns or shipping guns from the Montrose location, he
8 could have a general business license, which based on what
9 counsel has been saying, he would qualify for allowing him to
10 have his federal -- maintain his federal license. It won't be
11 a gun seller's local license, but it will be a business
12 license.

13 So he will have a business license and something
14 called a back-office license where the -- the example we were
15 giving yesterday, where Remington may have an office in some
16 location. They don't actually sell guns out of it, but they
17 may do business for a company that sells guns is what he would
18 have. So he would be able to have that type of a business
19 license.

20 Regarding the receipt of guns at the office, the
21 village's position is that would require the license that no
22 longer exists. Now --

23 THE COURT: No longer exists as of now or as of
24 November 30th?

25 MR. DiCIANNI: As of November 30th.

1 THE COURT: Okay.

2 MR. DiCIANNI: Or as of December 1st would no longer
3 exist.

4 THE COURT: Correct. Okay. All right.

5 MR. DiCIANNI: So the receipt of guns and the transfer
6 of guns.

7 Now, regarding 35 percent of his business going away
8 by the inability to have guns at the store, regardless of what
9 his online business may be, I'll point out that the agreement
10 prohibits that type of a sale. Article -- part 1 of the
11 agreement, which -- under which he's been operating for the
12 last three years, says: "Ghost will not physically deliver any
13 firearm or ammunition to any recipient in the Premises other
14 than to its President and Owner and to its employees that
15 successfully pass a Criminal Background Investigation,"
16 et cetera.

17 So it seems to me that he's been operating illegally,
18 at least as to 35 percent of his business. The point before
19 the Court is not whether any of this is legal. That's the
20 ultimate issue in the case. The point before the Court is the
21 extent to which he can satisfy the requirements of a
22 preliminary injunction for purposes of what he's requesting.

23 I don't think that the Court should take into
24 consideration the loss he may suffer as a result of him
25 violating the law if the Court enters this injunction.

1 THE COURT: All right.

2 MR. DiCIANNI: So our position is he can maintain his
3 business. He can say Ghost Industries is located at 7601 West
4 Montrose in the village. The village will give him with the
5 filing of an application and a license and a fee a business
6 license.

7 But what he would need in order to operate in terms of
8 delivering and selling and shipping guns out of that location
9 is a weapons dealer license, which will not exist as of
10 December 1.

11 THE COURT: So in other words, the village is willing
12 to let him use that address as a business address, give him a
13 business license, but no weapons can come in or out of that
14 location.

15 MR. DiCIANNI: That's correct.

16 THE COURT: All right. And that's not the business
17 model Mr. Kole uses right now. In fact, the vast majority of
18 the weapons he sells come in and out of that address. Is that
19 correct, Mr. Sigale?

20 MR. SIGALE: The short answer is yes. The longer
21 answer is they have to.

22 THE COURT: Well, I think -- there's no mechanism
23 where he can do a direct purchase from Remington, for instance,
24 and deliver it to a customer; in other words, be an Amazon-like
25 distributor where he purchases remotely and then has it

1 delivered remotely where the actual physical weapon doesn't
2 come into his hands?

3 MR. SIGALE: From my understanding is there might be a
4 de minimis percent of distributors that would be willing to do
5 that. But the answer to the question is no. The distributors
6 aren't just going to say, "Oh, okay. We'll ship it to
7 someone's house."

8 THE COURT: Okay.

9 MR. DENZIN: Your Honor --

10 THE COURT: Go ahead.

11 MR. DENZIN: -- if I could just also add.

12 THE COURT: Sure.

13 MR. DENZIN: In the declaration from Tony Kole and in
14 the support for the motion, there still is this open-ended
15 question that has not been answered is whether or not they
16 could operate their business, keep their license, and have just
17 another location where Ghost Industries, the weapons would come
18 and be sent out of another location. Not necessarily sent
19 directly to the actual recipient, but if they do need a
20 location where it needs to touch their hands and go somewhere
21 else, why does that need to be 7601 Montrose?

22 THE COURT: Well, you're saying it can't be anywhere
23 with a Norridge address.

24 MR. DENZIN: The location where those guns would come
25 in and come out after November 30th. That's correct.

1 THE COURT: Well, that's his business.

2 MR. DENZIN: Well --

3 THE COURT: That's where his business would be.

4 You're basically saying move the business somewhere else other
5 than Norridge.

6 MR. DENZIN: I guess, your Honor, move that aspect
7 of -- that aspect of the business at some other location.

8 THE COURT: That's the whole business, though. I
9 mean, move that aspect; he's not a major corporation. It's one
10 guy, as I understand it.

11 MR. SIGALE: That's true.

12 THE COURT: He's a single -- he's a sole proprietor
13 with one employee, a safe, working in the back of an Allstate
14 agency. And you're asking him to use an address in Norridge,
15 but then have the physical delivery of the guns be in some
16 other town.

17 That is the equivalent of telling him to stop doing
18 business, in my mind, because it's not as if he's got an office
19 out in Elgin where he can make the guns -- have the guns come
20 into Elgin and leave Elgin and he just keeps his mailing
21 address in Norridge. It's not that big a company. I don't
22 think that's practical.

23 So if I have the positions correctly, though, as of
24 December 1st, it's the position that he will lose his business
25 license.

1 MR. DiCIANNI: Yes.

2 THE COURT: And -- is that correct?

3 MR. DiCIANNI: That's correct.

4 MR. DENZIN: His gun dealer's license.

5 MR. DiCIANNI: Gun dealer's license.

6 THE COURT: Gun dealer's license.

7 And, Mr. Sigale, you say upon losing a gun dealer's
8 license, he will within 30 days lose his -- his local gun
9 dealer's license, within 30 days he'll lose his federal
10 firearms license.

11 MR. SIGALE: That is correct.

12 THE COURT: Okay. And the suggestion by Norridge that
13 he run his business in such a way that the guns don't come in
14 and out of Norridge I don't believe is workable.

15 Mr. Sigale, do you -- can you see a way your client
16 can do that and run a business?

17 MR. SIGALE: Not without allowing Norridge to run him
18 out of town and violate the Constitution at the same time.

19 THE COURT: Well --

20 MR. DiCIANNI: Well, that's --

21 MR. SIGALE: Well, I'm not --

22 MR. DiCIANNI: That's the ultimate question.

23 MR. SIGALE: But I'm not trying to be glib, your
24 Honor. I mean, the -- his business is in Norridge. So is
25 it --

1 THE COURT: Well, that was where I was going. I was
2 speculating that he doesn't have another office. But I take it
3 he doesn't have a place where he has a license in another town
4 where he could receive and send out the guns.

5 MR. SIGALE: No.

6 THE COURT: Okay. Because you need a license if
7 you're going to run that kind of a business wherever you go, I
8 assume.

9 MR. SIGALE: I would assume as well.

10 THE COURT: Unless you're unincorporated. But even if
11 you're unincorporated, you're subject to either county or state
12 regulation in that regard. So there's -- you're going to get
13 regulated if you buy and sell guns and keep them, not just
14 regulated by the federal government, but presumably by a state
15 or local government.

16 Any disagreement on that?

17 MR. DiCIANNI: No.

18 THE COURT: Okay. Mr. Sigale?

19 MR. SIGALE: Without sounding stereotypical, I can
20 imagine some backwoods in some -- you know, in Mississippi
21 or --

22 THE COURT: Let's put it in the area where --

23 MR. SIGALE: -- Alabama or some such, but --

24 THE COURT: -- in the area where Mr. Kole lives and
25 works. It is -- I'm just trying to make sure I have my facts

1 straight, that it's unlikely -- in fact, remote -- that he
2 could run the kind of business he has without getting some --
3 requiring a permit from the area he is running that business
4 from.

5 MR. SIGALE: I haven't checked every jurisdiction, but
6 I would put those odds as less than remote.

7 THE COURT: Okay. And Mr. DiCianni agreed with that,
8 and he represents most of these jurisdictions, so he's in an
9 informed position to talk about it -- or he represents many of
10 them.

11 All right. Well, I have to -- one -- let's go off the
12 record for a minute.

13 (Off-the-record discussion.)

14 THE COURT: Let's go back on the record.

15 All right. Based on the verified motion for temporary
16 restraining order with an affidavit from the plaintiff -- I've
17 considered that. I've considered the response by the village.
18 I've considered extensive argument by the village and by
19 Mr. Kole.

20 And upon the representation of the plaintiff that the
21 loss of the business license will result in the revocation of
22 the federal firearms license within 30 days, I believe
23 irreparable harm would be caused by the removal of the business
24 license of Mr. Kole while I consider the pending motion to
25 dismiss. I'm going to try and look at that expeditiously.

1 So what I'm going to do is enter a temporary
2 restraining order as of the -- it will be effective at
3 12:01 a.m. December 1st, which I believe is when the business
4 license that you currently have, Mr. Sigale -- your client
5 currently has would expire.

6 Is that true, Mr. DiCianni?

7 MR. DiCIANNI: Correct. The agreement extended -- the
8 village has conceded to the Court's interpretation of the
9 agreement as extending his license up until November 30.

10 THE COURT: All right. So I'm going to enter the
11 temporary restraining order effective 12:01 a.m. on
12 December 1st. It will run for 14 days.

13 I'll have you in two to three days before, depending
14 on the timing of the weekend. I'll have you in two or three
15 days before the expiration of the temporary restraining order,
16 at which case I'll hear argument, if necessary, on whether it
17 needs to be extended, whether it needs to be converted to a
18 preliminary injunction, or whether I'm going to dissolve it.

19 I will note for the record that none of this alters
20 what the agreement is that Mr. Kole has with the village. If
21 he's found in violation of it and there's a mechanism within
22 the village -- within that agreement to deal with violations,
23 so be it. But I'm not altering the agreement you had. I'm
24 maintaining the status quo as of what you have today through
25 14 days after December 1st.

1 If -- so whatever that agreement is and however it's
2 interpreted between the village and Mr. Kole, that agreement,
3 in effect, is extended. The agreement allows him to have a
4 business license. He's -- I'm ordering that the village not
5 revoke that business license while the restraining order
6 remains in place.

7 I'm not going to order a bond to be issued. I will
8 waive the bond on this restraining order. I find there's no
9 basis to impose a bond in that he has been operating under this
10 agreement for many months now, and there is no financial loss
11 to the village by simply having this agreement that he's been
12 operating under extended for a relatively short period of time.

13 Sandy, what date do we have before December 15th?

14 THE CLERK: We can do the 12th.

15 THE COURT: What day is that?

16 THE CLERK: That's a Thursday.

17 THE COURT: Fine.

18 Does that work for both of you or all of you?

19 MR. DiCIANNI: I think so.

20 MR. SIGALE: It does.

21 THE COURT: How about Mr. Denzin and Mr. DiCianni?

22 MR. DiCIANNI: Yeah, that's fine.

23 MR. DENZIN: I can -- I can make it work.

24 THE COURT: Okay. Do we have anything else that day?

25 THE CLERK: Well, you have your 9:00s. But we've got

1 a trial going on. That's during the Haskell v. Cook County.

2 THE COURT: All right. Well, we'll still hear this at
3 9:00. And if it turns out that I think there's going to be
4 more time needed to deal with this, we'll call and set it for a
5 lunch break or at the close of the trial day that day. But
6 we'll hear it that day so that there's -- I'm in a position to
7 tell you what's going on with the motion to dismiss, and you
8 can also advise me of any further developments in the case.

9 I'd ask you to talk.

10 MR. DiCIANNI: Yeah.

11 MR. SIGALE: Sure.

12 THE COURT: And but that will be the order of the
13 Court. Any additional questions?

14 MR. DiCIANNI: Is there going to be a written order?

15 THE COURT: No. Well, there will be a minute order
16 entering a temporary restraining order for the reasons stated
17 on the record. I find that there is some likelihood of success
18 on the merits, that at least the -- and it's a sliding scale
19 that I'm required to impose. There's got to be a likelihood of
20 success on the merits, there has to be a showing of irreparable
21 harm to the plaintiff, and --

22 MR. DiCIANNI: Inadequate remedy.

23 THE COURT: -- inadequate remedy at law. And then,
24 finally, if I find those facts, I also have to look at whether
25 the non-movant is damaged and whether it's in the public

1 interest to allow for the injunction.

2 My -- I believe the irreparable harm is significant.
3 If he loses his federal firearm license, he's out of business.
4 And that constitutes an irreparable harm.

5 And when the -- when one of the factors, such as
6 irreparable harm, is significant, the sliding scale analysis
7 I'm allowed to apply according to the 7th Circuit means that
8 the issue of likelihood of success on the merits, it -- the
9 word "some" is in front of it, some likelihood of success on
10 the merits.

11 MR. DiCIANNI: I understand.

12 THE COURT: And the higher the irreparable harm goes,
13 the less likely you have to be successful on the merits.

14 I recognize that a total ban of a person from
15 operating a gun shop may very well be unconstitutional.
16 Reasonable bans on gun shops -- reasonable restrictions on them
17 can be constitutional. The question of whether the
18 restrictions that Norridge has in place are reasonable or not
19 is an issue I have to decide.

20 But I do know that while this case is pending, if the
21 business license is lost, Mr. Kole will be out of business in
22 very short order. He can't run his business any other way in
23 Norridge.

24 I also find that the damage to the non-movant in this
25 case is slight. The village has been able to -- there's no

1 public nuisance associated with Mr. Kole. He's operating his
2 business very nondescriptly. If, in fact -- and he's been
3 operating it for months without at least some -- my knowledge
4 of any complaint by Norridge other than the fact he's running
5 his business.

6 If there was something about the manner in which he
7 was running it that would cause damage to the non-movant, I
8 assume I would have heard about it; I haven't heard it.

9 And I believe it's in the public interest only in the
10 sense that it's a constitutional right -- there's a
11 constitutional right to bear arms, which the courts have held.
12 There's also a constitutional right, within limits and within
13 restrictions, to purchase those firearms you have a right to
14 bear.

15 I don't believe that any citizen of Norridge is being
16 prevented from having the right to bear arms either for or
17 either with Mr. Kole running his business or not running his
18 business. I don't find that to be a persuasive argument.
19 There's plenty of gun dealers around, and close ones or the
20 Internet allows them to even buy and purchase guns from
21 Mr. Kole.

22 But as a practical business matter, if you're a
23 Norridge resident and you purchase a gun from Mr. Kole over the
24 Internet and he tells you you've got to go to Elgin or
25 Des Plaines to go pick it up rather than down the block to

1 Norridge, that to me seems odd and may, again, cause damage to
2 Mr. Kole's business.

3 But I don't believe that the -- so you know where I'm
4 looking at this, ultimately, if there's an argument for a
5 preliminary injunction, I don't believe anybody in Norridge is
6 being prevented the right to bear arms, to keep a gun in their
7 home if -- provided the regulations of Norridge allow it, but
8 that's not before me.

9 But nobody's without the resource -- resources
10 available to them to find a gun dealer nearby and purchase a
11 gun, whether through a computer or through a face-to-face
12 interaction with a gun dealer.

13 So that part I'm not -- which was an argument made in
14 your motion for temporary restraining order. I'm not -- I'm
15 not persuaded by that.

16 But I am giving you a temporary restraining order.
17 And we'll see you back on the date set. And I'll -- I may have
18 more questions at that point.

19 MR. DiCIANNI: Okay. Very good.

20 MR. SIGALE: Okay.

21 THE COURT: Any other issues?

22 MR. DiCIANNI: No.

23 THE COURT: Anything else I need to address in the
24 order so that your client knows what the order is?

25 MR. DiCIANNI: I don't think so.

1 THE COURT: Okay. Mr. Sigale, anything?

2 MR. SIGALE: The only concern I had -- and I didn't
3 ask my client this, and I wish I had, and I can go call and --
4 is that my client, Mr. Kole, had been complaining to me -- and
5 I had relayed this to the Court in previous appearances -- that
6 his business license actually never got processed, that he sent
7 in his check, that he filled out his application, and
8 through -- for whatever reason at Norridge, it got sat on.

9 Now, I haven't heard him complain about that in recent
10 months, which makes me think that maybe it finally did get
11 processed.

12 THE COURT: I would hope for his sake it was because
13 if he doesn't have that business license, I've just been told
14 that he's likely to lose his FFL license.

15 MR. SIGALE: Right. So I guess the -- the -- all
16 other things being equal is that if I'm able -- because I've
17 mentioned this to Mr. DiCianni and his associates before, that
18 if, in fact, he's entitled to have this license, at least for
19 the next four days plus the 14 of the restraining order, and
20 Mr. Kole tells me, well, that's fine and good except that they
21 never got around to doing it in the first place, that it get
22 done.

23 And it might still only be good for 16 days or till we
24 go to court, but at least -- that's really what maintains the
25 status quo. But he didn't tell me it yesterday.

1 THE COURT: Do you know the status of it,
2 Mr. DiCianni?

3 MR. DiCIANNI: Well, my understanding was the position
4 the village was taking is that as of April 30th, which is their
5 new -- when their new ordinance actually went into effect --

6 THE COURT: Right.

7 MR. DiCIANNI: -- that license no longer existed, but
8 that Mr. Kole was being allowed to do business under the
9 agreement in lieu of a license.

10 THE COURT: All right.

11 MR. DiCIANNI: I don't know what effect that
12 arrangement might have on his ability to keep his federal
13 license. But in terms of -- they haven't seen the need to
14 issue a license that technically doesn't exist anymore.

15 THE COURT: Well, whether it's a license or you -- I
16 don't know the ATF requirements on whether or not you need a
17 physical piece of paper as a license or an agreement that you
18 are allowed to operate a business in a village.

19 MR. SIGALE: Okay.

20 THE COURT: It may very well be that they don't put
21 form over substance and that the agreement to operate in the
22 village satisfies the requirement that ATF has that you have
23 the ability to legally operate in the municipality you have
24 your business in. Hopefully, that's the interpretation.

25 If not, I'm sure I'll hear back from all of you one

1 way or the other on the need to get a piece of paper.

2 MR. SIGALE: Okay. And, obviously, if that's the case
3 and it's during the next 16 days -- 18 days -- wasn't a math
4 major, your Honor -- I will contact Mr. DiCianni first before I
5 seek to involve the Court any further on that.

6 THE COURT: Please do because it seems like, again,
7 that's something you ought to be able to reach some agreement
8 on.

9 MR. DiCIANNI: Yes.

10 THE COURT: Okay. All right. Anything else?

11 MR. SIGALE: Happy Thanksgiving, your Honor.

12 MR. DiCIANNI: Yes.

13 THE COURT: Same to you all. Thank you.

14 (Concluded at 2:52 p.m.)

15 C E R T I F I C A T E

16 I certify that the foregoing is a correct transcript of the
17 record of proceedings in the above-entitled matter.

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19 /s/ LAURA R. RENKE
20 LAURA R. RENKE, CSR, RDR, CRR
Official Court Reporter

March 20, 2014

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